



American Arbitration Association
Dispute Resolution Services Worldwide

Pennsylvania Labor Center

November 11, 2011

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Thomas W. Jennings, Esq.
Jennings Sigmond, P.C.
The Penn Mutual Towers
510 Walnut Street, 16th Floor
Philadelphia, PA 19106

Mr. Joseph Tolan
City of Philadelphia
Law Department
One Parkway Building, 17th Floor
1515 Arch Street
Philadelphia, PA 19102

Re: 14 390 00615 11
Fraternal Order of Police, Lodge #5
and
City of Philadelphia

Grievances: P/O Joseph J. Sulpizio PR# [REDACTED] - Discharged

Dear Parties:

This will confirm that the above-entitled matter has been settled. Accordingly, the hearing scheduled for November 17, 2011 is cancelled and the Association's file is hereby closed.

Please be advised that it is the AAA's policy to retain closed cases for a maximum period of six (6) months after their closing date. Therefore, please take note that the above reference case file will be destroyed six months from the date of this letter.

Any unpaid fees still due the Association and the Arbitrator in the above-captioned matter remain fully payable. Your cooperation in this regard is greatly appreciated.

Thank you for choosing the American Arbitration Association.

Very truly yours,

Christine Naida
Case Manager

[REDACTED]
naidac@adr.org
CNN/gr

cc: Douglas S. Abel, Esq.
Mr. John R. McGrody, Jr.

AMERICAN ARBITRATION ASSOCIATION

FRATERNAL ORDER OF POLICE, LODGE :
NO. 5, :
—and— : Case No. 14 390 06⁶¹⁵ 11
CITY OF PHILADELPHIA : Grievant: Joseph Sulpizio
:

SETTLEMENT AGREEMENT

WHEREAS, the City of Philadelphia ("City") and the Fraternal Order of Police, Lodge No. 5 ("FOP") are parties to a collective bargaining agreement; and,

WHEREAS, Joseph Sulpizio ("Sulpizio") is employed by the City and a member of the bargaining unit represented by the FOP; and,

WHEREAS, on or about March 27, 2011, Sulpizio was charged with a violation of Disciplinary Code Section 1-§009-10 and was terminated;

WHEREAS, Sulpizio initiated a grievance, contending that the City violated the collective bargaining agreement; and,

WHEREAS, the City denies that it has, in any way, violated the collective bargaining agreement with the FOP; and,

WHEREAS, the matter has proceeded unresolved pending the above-captioned arbitration; and,

WHEREAS, the parties wish to resolve this matter without resort to further litigation;

NOW, THEREFORE, the parties agree as follows:

1. The City will reinstate Sulpizio to his Position of Police Officer, and he shall be returned to a numbered police district.
2. The period from March 27, 2011 until Sulpizio is placed on the City's payroll shall be deemed a leave of absence without pay.
3. Sulpizio shall not be entitled to back pay or lost overtime opportunities during his period of leave of absence without pay.
4. Prior to reinstatement, Sulpizio must meet the pre-hiring conditions of new Police Department hires.
5. In consideration of the foregoing, the FOP and Sulpizio agree to withdraw the grievance and demand for arbitration in this matter.

6. Nothing in this Agreement shall be construed as an admission by the City that it, in any way, violated the collective bargaining agreement.

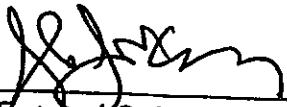
7. This Agreement is not intended in any way to set precedent or to prejudice the respective positions of the parties with respect to this matter or any other future disputes, grievances, or other legal matters. This Agreement may not be introduced, or referred to, for any purpose by either party in any subsequent administrative, judicial, or other legal proceedings. This Agreement may, however, be used in any proceeding necessary to compel enforcement of the Agreement.


8. By entering into this Agreement, all parties hereto acknowledge that they have read the Agreement, have had the opportunity to review its terms and conditions with their respective counsel, understand said terms and conditions, enter into this Agreement voluntarily, and agree to be bound hereby.

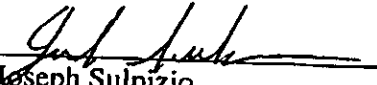
9. In further consideration of the foregoing, the FOP and Sulpizio, and their agents, assigns, heirs, and representatives, releases the City, its departments, officials, agents, and employees from any claims they had, have, or may have arising out of, or are related to, the subject matter of the grievance.

10. By entering into this Agreement and in exchange for the promises made herein, Sulpizio, for himself, his agents, legal representatives, assigns, heirs, legatees, administrators, personal representatives and executors voluntarily and of their own free will agree to and hereby do forever release, discharge and hold harmless the FOP, its present or past divisions, affiliates, partners, contracting parties, predecessors, successors or assigns and their respective current and former trustees, directors, officers, employees, contractors, members, attorneys and agents of each of them, and any of their successors or assigns, from any and all claims, demands, actions, liabilities and other claims for relief and/or remuneration whatsoever, whether known or unknown, arising from or which could have arisen from the FOP's representation of Sulpizio in connection with the Grievance described above.

WHEREFORE, the FOP, the City, and Sulpizio, intending to be legally bound by this Agreement, enter into this Agreement this _____ day of November, 2011, as evidenced by their signatures or the signatures of their representatives below.


Fraternal Order of Police,
Lodge No. 5
Date: 11-18-11


Philadelphia Police Department
Date:


Joseph Sulpizio
Date: 11-18-11